PLEASE READ THIS UH OH PROTECTION ADDENDUM TO LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS. THESE RIGHTS AND OBLIGATIONS ARE IN ADDITION TO THE TERMS AND CONDITIONS OF HTC’S LIMITED WARRANTY, SET FORTH SEPARATELY. THE LIMITED WARRANTY CONTAINS A MANDATORY ARBITRATION AGREEMENT AND OTHER IMPORTANT TERMS THAT IMPACT YOUR RIGHTS. THE ADDITIONAL BENEFIT DESCRIBED BELOW IS AVAILABLE UNDER THE FOLLOWING TERMS AND CONDITIONS AND IS OFFERED AT NO ADDITIONAL COST TO YOU.

VALID AND ENFORCEABLE ONLY IN THE UNITED STATES WHERE THE ELIGIBLE PRODUCT IS INTENDED TO BE SOLD.

DEFINITIONS
The following additional definitions apply to this Uh OH Protection Addendum to Limited Warranty:

1. “Eligible Product” means a Product intended to be sold in the United States that is (i) a new HTC U Ultra mobile device purchased from HTC.com prior to June 12, 2017; (ii) manufactured by or for HTC; and (iii) that can be identified by the “HTC” trademark, trade name, or logo affixed to the mobile device as originally supplied. In addition, the product must be mechanically sound, with all components intact, in order to be an Eligible Product. Notwithstanding the foregoing, HTC may designate additional Products as Eligible Products for purposes of this Uh Oh Protection Addendum to Limited Warranty or may extend the eligible dates of purchase. For a current list of Eligible Products under this Uh Oh Protection Addendum to Limited Warranty, please go to: www.htc.com/us/go/uh-oh-protection-eligible-products.

2. “You” or “Your” means the original end-user of the Eligible Product from HTC.com.

3. “State” means a State and the District of Columbia (any other United States territory or possession is excluded).

Other terms capitalized herein shall have the meaning assigned to them in the Limited Warranty.

WHAT IS COVERED BY THIS UH OH PROTECTION ADDENDUM TO LIMITED WARRANTY?
Notwithstanding anything to the contrary in the Limited Warranty, and pursuant to the terms and conditions herein, during the Warranty Period HTC will provide You with one repair or replacement of Your Eligible Product at no charge to You if such Eligible Product has (1) a
cracked, scratched, or broken screen; or (2) damage or malfunction due to exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion, or oxidation; either of which was caused by an accident from handling that is a result of an unexpected and unintentional external event that arises from Your normal daily usage of the Eligible Product as intended for such Eligible Product ("Uh Oh Repair/Replacement").

This Uh Oh Protection Addendum to Limited Warranty is given only to You, and may not be sold, assigned, transferred, or given in full or in part to any subsequent purchaser or acquirer of the Product or any other person. This Uh Oh Protection Addendum to Limited Warranty gives You specific legal rights, and You may also have other rights which vary from State to State.

**WHAT IS NOT COVERED BY THIS UH OH PROTECTION ADDENDUM TO LIMITED WARRANTY?**

This Uh Oh Protection Addendum to Limited Warranty does not apply other than to the Eligible Product. It therefore does not apply to any other HTC devices or to non-HTC equipment or any software whatsoever, whether developed by HTC or a third party, even if packaged with or installed on the Eligible Product prior to purchase by You. Third party manufacturers, suppliers, or publishers may provide warranties for their own products and You may contact them directly for service.

EVEN WITH RESPECT TO THE ELIGIBLE PRODUCT THAT YOU PURCHASED, THIS UH OH PROTECTION ADDENDUM TO LIMITED WARRANTY SHALL NOT APPLY:

1. if the Eligible Product serial number or the IMEI/MEID number has been removed, erased, defaced, or altered, or is illegible;
2. if the battery of the Eligible Product was improperly installed or if the seals of the battery or battery pack of the Eligible Product are broken or show evidence of tampering; or
3. if the damage to the Eligible Product was caused by use not in accordance with the user manual, or rough handling beyond normal use.

This Uh Oh Protection Addendum to Limited Warranty is valid and enforceable only in the United States where the Eligible Product is intended to be sold. United States territories or possessions are excluded. Moreover, if the Eligible Product is returned to be repaired under this Uh Oh Protection Addendum to Limited Warranty in a country other than the United States, HTC will return the Eligible Product unrepaid.

**DISCLAIMER AND LIMITATION OF OTHER WARRANTIES AND RIGHTS**

TO THE EXTENT PERMITTED BY LAW, THIS UH OH PROTECTION ADDENDUM TO LIMITED WARRANTY, THE LIMITED WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. HTC DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING

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1 Warranty exclusions have been updated as of May 2018 and may not match those in the original warranty document.
WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW.

INSO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, HTC LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS UH OH PROTECTION ADDENDUM TO LIMITED WARRANTY AND, AT HTC’S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN.

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

**HOW DO I OBTAIN UH OH REPAIR/REPLACEMENT SERVICE?**

In the event You would like to obtain Uh Oh Repair/Replacement service for Your Eligible Product, You should take the following actions:

1. Refer to the resources available at www.htc.com/support in order to contact an HTC service center.
2. When You contact HTC, please be sure to have the following information available:
   1. The model, serial number, and IMEI/ESN number of the Eligible Product.
   2. Your full address and contact information.
   3. A copy of the original invoice, receipt or bill of sale for the purchase of the Eligible Product. You must present a valid proof of purchase upon making any claims pursuant to this Uh Oh Protection Addendum to Limited Warranty.

Upon completion of these steps, HTC will provide You with instructions regarding how and when the Eligible Product should be returned. You may be responsible for costs in connection with the return of the Eligible Product to HTC. If You fail to return the Eligible Product, a fee will apply.

If You return the Eligible Product during the Warranty Period and it satisfies the terms of this Uh Oh Protection Addendum to Limited Warranty, HTC or its authorized agent will, at its sole discretion, repair or replace it. Repair or replacement may involve the use of a functionally equivalent reconditioned product and/or parts. HTC will return the repaired or replacement product to You in good working condition. Any Eligible Product, parts or components thereof that are replaced under the terms of this Uh Oh Protection Addendum to Limited Warranty become the property of HTC.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information, and/or removable memory from the Eligible Product, such as micro SD cards. HTC is not responsible for damage to or loss of any programs, data, images, personal information, or removable storage media. DURING THE NORMAL REPAIR PROCESS, THE CONTENTS OF THE PRODUCT WILL LIKELY BE ERASED, INCLUDING DATA STORED ON EITHER INSTALLED OR REMOVABLE STORAGE. At HTC’s sole discretion, following repair Eligible Product may be returned to You in either the original configuration or as updated to the newest available software.
HTC must be notified of the request for Uh Oh Repair/Replacement service for the Eligible Product during the applicable Warranty Period in order for You to be eligible for any Uh Oh Repair/Replacement remedy under the Uh Oh Protection Addendum to Limited Warranty. Do not ship Your Eligible Product directly to HTC unless You are asked to do so when following the steps above. If You need to return the Eligible Product for service or replacement, the steps above must be followed.

**LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS UH OH PROTECTION ADDENDUM TO LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HTC SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, OR LOSS OF CONFIDENTIALITY. NOTWITHSTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, HTC AND ITS SUPPLIERS’ ENTIRE LIABILITY UNDER ANY PROVISION OF THIS UH OH PROTECTION ADDENDUM TO LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE ELIGIBLE PRODUCT. THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

Disputes under this Uh Oh Protection Addendum to Limited Warranty are subject to the Arbitration Provisions of the Limited Warranty.